

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

YOHONIA MARTIN,
Plaintiff,
v.
WELLS FARGO BANK,
Defendant.

Case No. [14-cv-00081-MEJ](#)

ORDER RE: LETTERS

Plaintiff Yohonia Martin filed the present case on January 6, 2014, alleging that Defendant Wells Fargo has failed to comply with the terms of the parties' settlement agreement in *Martin v. Wells Fargo Bank*, C 12-244 MEJ. On January 15, 2014, the Court dismissed the Complaint without prejudice to filing a complaint in state court. Dkt. No. 6. In that Order, the Court explained that it did not retain jurisdiction over the settlement agreement when it dismissed Plaintiff's previous case nearly one year ago. *Id.* Thus, the Court is without jurisdiction to enforce the settlement agreement and any claim Plaintiff may have must be brought in state court as a breach of contract claim.

Plaintiff has now filed two letters in both this case and the 12-244 action. Dkt. Nos. 9, 10. In one letter, Plaintiff seeks to appeal the decision, although it is not clear if she seeks to appeal in one or both cases. Dkt. No. 9. In the other, she seeks to subpoena documents from "The Company @ Cash Unclaimed." As any appeal must be brought before the Ninth Circuit Court of Appeals and not this Court, Plaintiff's request to appeal is DENIED WITHOUT PREJUDICE to filing in the correct court, if such an appeal is not time-barred. As to Plaintiff's request to subpoena documents, both cases have already been dismissed and her request is therefore DENIED AS MOOT.

IT IS SO ORDERED.

Dated: February 3, 2014



MARIA-ELENA JAMES
United States Magistrate Judge